

RESOLUTION NO. 2022-100

**RESOLUTION OF THE TOWNSHIP OF LITTLE EGG HARBOR,
COUNTY OF OCEAN, STATE OF NEW JERSEY AUTHORIZING
AN EMPLOYMENT AGREEMENT WITH THE CHIEF OF
POLICE JAMES HAWKINS**

WHEREAS, pursuant to Resolution 2021-190, the Township of Little Egg Harbor appointed James Hawkins as the Provisional Chief of Police; and

WHEREAS, the Township and Chief have agreed to various terms and conditions of the Chief's employment; and

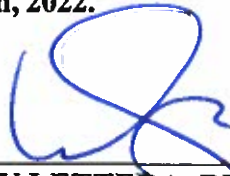
WHEREAS, the governing body desires to authorize the execution of an employment agreement with the Chief which contains the aforementioned terms and conditions of employment.

NOW, THEREFORE, BE IT RESOLVED, by the governing body of the Township of Little Egg Harbor, County of Ocean, State of New Jersey as follows:

1. That the governing body does hereby authorize the execution of an employment agreement with Chief of Police James Hawkins in a form substantially similar to the agreement attached hereto as schedule A and approved by the Township Labor Attorney.
2. That a certified copy of this resolution, together with a copy of the agreement between the parties, shall be forwarded to the Chief of Police Hawkins, Township Chief Financial Officer and Township Labor Counsel.

CERTIFICATION

I, KELLY LETTERA, RMC, Municipal Clerk of the Township of Little Egg Harbor do hereby certify that the foregoing resolution was duly adopted by the Township of Little Egg Harbor Township Committee at a meeting held on the 10th day of **March, 2022**.



KELLY LETTERA, RMC
Township Clerk
Township of Little Egg Harbor

**AGREEMENT BETWEEN
TOWNSHIP OF LITTLE EGG HARBOR**

AND

CHIEF OF POLICE JAMES HAWKINS

JANUARY 1, 2022 to DECEMBER 31, 2026

ARTICLE I

PURPOSES

A. This Agreement entered into by and between the Township of Little Egg Harbor, hereinafter referred to as "Township" or "Employer", and James Hawkins, Jr., hereinafter referred to as "Chief" or "Employee", has as its purpose the establishment of a fair and efficient procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment. The effective date of this agreement shall be January 1, 2022, except where certain provisions are specifically identified and indicated to take effect on a different date.

B. Employer and Employee agree and acknowledge that Employee is 1) a managerial executive employee, and 2) a confidential employee, as those terms are defined by the New Jersey Employer-Employee Relations Act, and therefore Employee shall have no right to form, join, or assist any employee association or employee organization.

C. Employee acknowledges that Employer is a "merit system jurisdiction" regulated by the State of New Jersey, Department of Personnel (DOP) and, consequently, Employee will be subject to the rules and regulations of DOP.

ARTICLE II

LEGAL REFERENCE

If any provision of this Agreement or any application of this Agreement to the Chief is held to be contrary to law, then such provisions and applications shall not be deemed valid and subsisting except to the extent permitted by law. All other provisions and applications contained herein shall continue in full force and effect.

ARTICLE III

CONFERENCES & NEGOTIATIONS

A. The Chief shall be permitted to attend statewide and national (IACP) law enforcement conferences organized by county, state and, in the case of the IACP, national level Chiefs of Police associations. Travel, lodging and a per diem of \$100.00 per day will be paid to the Chief for his attendance at such conferences.

B. The Chief shall be permitted to conduct negotiations as required and as a part of the workday.

ARTICLE IV
UNPAID LEAVES OF ABSENCE

A. Unpaid leaves of absence may be granted upon such terms and conditions as shall be approved by the Township Committee. During an approved unpaid leave of absence of more than thirty (30) calendar days the Chief shall not accrue seniority and wage increments; sick, vacation, personal or other paid leave time; or other benefits or allowances provided for in this agreement.

B. The Township Committee shall approve military leaves of absence in accordance with the requirements of state and federal law. The terms and conditions of said leave shall not be inconsistent with applicable state and federal law.

ARTICLE V
HOLIDAYS

A. The following days are designated as holidays:

New Year's Day	Martin Luther King's Birthday
Lincoln's Birthday	President's Day
Good Friday	Easter Sunday
Memorial Day	Fourth of July
Labor Day	Columbus Day
Veterans Day	Thanksgiving Day
Day after Thanksgiving Day	Christmas Day

B. The Chief will not be required to work on designated holidays unless the demands of the Department as determined by the Township Administrator require otherwise. Whenever the Chief does not work on a day designated as a paid holiday, he shall receive straight time pay for the day off.

C. Should the Chief be called in by the Township Administrator to work on a holiday, the unused holiday time shall convert to personal leave time and the Chief shall be entitled to use the converted leave time in accordance with the personal leave time provisions of this agreement.

ARTICLE VI
PERSONAL TIME AND LEAVES OF ABSENCE

A. Personal Leave. The Chief shall be entitled to eight (8) days personal leave (64 hours) per annum, non-cumulative. No reason need be given other than that said personal leave time is being exercised under this article. Except in cases of emergency, the Chief shall give three (3) calendar days advance notice of his intent to exercise personal leave time.

B. Military Leave. In the event the Chief is in the military service he shall be entitled to paid leave when so required by state and federal statutes. Leave for reserve duty, training or other military duty may be granted by the Township Committee upon such terms and conditions which are not inconsistent with state and federal law. All requests for military leave must be made as soon as possible or within seventy-two (72) hours after receipt of orders.

C. Work Related Injury or Disability. If the Chief suffers a work connected injury or disability which is accepted as a covered injury or disability by the Township's workers compensation insurer and prevents the Chief from performing his duties, he shall be entitled to a leave of absence at full pay for the period he is unable to perform his duties to a maximum of twelve (12) months. During this period of time all temporary disability payments received by the Chief under the provisions of the Worker's Compensation Act shall be paid over to the Township.

D. Convalescent Time. Convalescent time will be accorded the Chief as provided in the current Superior Officer's Contract. The Township Administrator will determine, with input from the Chief's treating physician, the extent of the Chief's convalescent duties.

ARTICLE VII
VACATIONS

- A. Eligibility. The Chief shall be entitled to 30 vacation days (240 hours) per annum. For the purposes of this Agreement all vacation is granted on January 1st of that particular calendar year in anticipation of continued employment.
- B. Choice of vacation time. The Chief shall notify the Township Administrator of all vacation requests in excess of 3 days. Vacations in excess of 3 days require the approval of the Administrator, which shall not be withheld without cause.
- C. Should the Chief retire or otherwise separate in good standing from employment with the Township, he shall be compensated for unused earned vacation leave time at his then current rate of pay. Upon the Chief's death, unused earned vacation leave shall be paid to the Chief's estate within thirty days.
- F. The chief may accumulate up to 30 vacation days which can be carried over year to year. .
- G. Should the Chief be recalled from vacation, or should circumstances require him to recall himself from vacation, he shall be permitted to reschedule the time.

ARTICLE VIII **SICK LEAVE**

- A. Sick leave shall be defined as the absence of an employee from duty because of non-occupational related illness, accident, injury, disability or exposure related to a contagious disease.
- B. The Chief shall be entitled to 15 working days per annum, sick leave granted at the commencement of each calendar year in anticipation of continued employment.
- C. If the Chief does not utilize his annual sick leave, or any part thereof, he may accumulate such unused sick leave time from year to year in accordance with N.J.A.C. 4A:6-1.3(f).
- D. Paid sick leave time shall not accrue during any period of suspension or during any leave of absence without pay of thirty (30) calendar days or more of

absence from work except during a furlough extension leave or voluntary furlough.

E. Sick leave credits shall not accrue after the Chief has resigned or retired although his name is being retained on the payroll until exhaustion of vacation leave or other paid leave.

F. Should the Chief be separated for any reason from employment with the Township without having earned any used sick leave, he shall have the unearned portion deducted from his final pay check on a pro-rated monthly basis.

G. The conditions for the use of sick leave will be in accordance with the practices followed in the current Superior Officers Contract.

H. Employee may annually request that Employer reimburse Employee at a straight time rate of pay for unused earned sick leave time. Employee may be reimbursed for not more than six days (6) days annually.

I. Supplemental Compensation on Retirement ("SCOR"):

1. Upon separation from employment, Employer shall compensate the Chief for unused sick time ("SCOR") based on retirement from a pension system administered by the State of New Jersey.

a. Should the Chief be removed for cause after an opportunity for a disciplinary appeal hearing before the Office of Administrative Law he shall not be eligible for SCOR. If the Chief retires in lieu of removal he shall not be eligible for SCOR unless otherwise agreed to by the Chief and Employer in accordance with a duly approved disciplinary settlement agreement.

b. If the Chief retires as the result of accidental or ordinary disability he shall be eligible for SCOR.

c. If the Chief elects deferred retirement, or if his separation from employment is not based on retirement, he shall not be eligible for SCOR.

d. If the Chief dies prior to retirement, the Chief's estate shall be eligible to receive the SCOR payment as if the Chief had retired regularly.

Payment in such a case shall be made to the Chief's estate within sixty (60) days from the date Employer receives notice of the Chief's death. In such cases the SCOR payment shall be computed at the rate of 100% the Chief's daily rate of pay for each day of earned and unused accumulated sick leave time at the effective date of retirement. The daily rate shall be based upon the average annual compensation received during the last full year of active employment prior to the Chief's death.

2. SCOR shall be computed at the rate of three quarters (75%) the Chief's daily rate of pay for each day of earned and unused accumulated sick leave at the effective date of retirement. The daily rate shall be based upon the average annual compensation received during his last year of active employment.

a. Overtime pay and other supplemental pay shall be excluded from the computation.

b. Periods of leaves of absence without pay shall be excluded from the computation.

3. In the event of the Chief's death after the effective date of retirement but before payment of SCOR is made, payment shall be made to the Chief's estate within sixty (60) days from the date of retirement. Otherwise, Employer shall make payment of SCOR within a reasonable period of time but not more than sixty (60) days from the date of retirement unless budgetary concerns prevent the Municipal Treasurer/CMFO from executing a certification of available funds in which case the SCOR payment shall be made no later than November 30th.

4. Payment of SCOR shall in no way affect any pension or retirement benefits for which the retired Chief is eligible.

5. In the event the State Legislature and Governor of the State of New Jersey enact a mandatory municipal SCOR payment cap law that does not grandfather (i.e., exclude) the Chief then, in such a situation, the Chief shall be entitled to exercise the balance of his unused accumulated sick leave time as terminal leave.

K. Terminal Leave

1. The Chief may choose to exercise terminal leave in accordance with this section.

2. Upon certification by Employer of the number of days of earned and unused accumulated sick leave, the Chief may choose to use not more than forty-five (45) days of earned and unused accumulated sick leave time as terminal leave. Coordination of terminal leave and SCOR shall be processed by Employer in the following manner:

Step 1. Certify number of days of earned, unused accumulated sick leave time.

Step 2. Deduct number of days (not to exceed the maximum) of terminal leave.

Step 3. Calculate SCOR payment based upon balance of sick leave days.

Example:

Step 1: 100 days

Step 2: 45 days terminal leave at full current rate of pay

Step 3: Calculate SCOR payment based on 55 days

**ARTICLE IX
WORK WEEK, OVERTIME & MEAL ALLOWANCE**

A. The parties agree and acknowledge that the Chief shall be a salaried employee and exempt from overtime (inclusive of compensatory time). The Chief agrees and acknowledges that his job duties may require him to work more than the regular forty (40) hour workweek. In accordance with the FLSA, the Chief shall not be required to work a minimum number of hours per week, per month or per year. However, the Chief shall be required to complete assignments and

otherwise fulfill his duties as specified in state statutes, job descriptions, policies and procedures, and directives. This means, and the Chief acknowledges and agrees, that he may at times be called upon to work more than a 40-hour work week. Should the Chief be absent from the office four (4) or more hours in a workday, the Chief shall utilize his available leave time as appropriate to the circumstances (e.g., sick leave when the absence is related to illness) for the day. All compensatory time carried into the position of Chief of Police will be available for the Chief's use. Time remaining will be compensated at his current rate of pay at retirement.

B. Meal Allowance:

(1) After twelve (12) hours of continuous work, the Chief shall receive fifteen (\$15) dollars as a meal allowance.

(2) A fifteen (\$15) dollar per day meal allowance will be paid for each meal while the Chief attends department scheduled schools or court in the states of New Jersey, New York, Pennsylvania and Delaware.

(3) When attending schools and conferences located more than sixty (60) miles from Little Egg Harbor Township Police Department headquarters where an overnight stay is required, the Chief shall be entitled to reimbursement for meals up to \$50.00 per day provided that he submits receipts for meals upon return to normal duty.

ARTICLE X

VEHICLE

A. The Township agrees to maintain the Chief's assigned vehicle in a safe condition as to guarantee the safety of the operator. The Township further agrees to maintain all equipment in proper working order and in compliance with Title 39 of the New Jersey Statutes.

B. The Township shall provide for the washing and cleansing of the Chief's vehicle on a periodic basis so as to maintain the vehicle in a presentable condition.

C. The Chief shall immediately report all perceptible unsafe conditions and discrepancies related to his assigned vehicle to the Superintendent of Public

Works and/or the Township Administrator who shall thereafter arrange for an inspection of the vehicle by the senior municipal mechanic. In the event that the reported unsafe condition or discrepancy cannot be confirmed and corrected by the senior municipal mechanic the vehicle shall be inspected by an ASE certified mechanic upon the request of the Chief.

D. The Chief's vehicle shall be outfitted with snow tires when weather conditions so require. An operating air conditioner shall be provided in the Chief's vehicle as standard equipment.

E. The Chief's vehicle shall be inspected at approximately eighty thousand (80,000) miles and approximately every twenty thousand (20,000) miles thereafter. These inspections shall occur within two (2) weeks of reaching the aforesaid inspection thresholds by an ASE certified mechanic.

F. Employer will provide the Chief an unmarked police vehicle to be used by him within the State of New Jersey at all times. The Chief is required to be attentive to the police radio at all times while occupying the police vehicle and shall take appropriate action when required.

ARTICLE XI

CLOTHING

A. The parties agree that it is in the best interest of the parties that a Chief of Police presents a proper image to the general public.

B. The quality of the uniforms provided by the Township shall be the same or better as described in the bid specifications issued by the Township each year.

C. The Chief shall receive a clothing allowance of \$1,400.00 per year.

D. All other items, not specifically mentioned above, that the Township currently furnishes to police officers will continue to be supplied by the Township to the Chief (e.g., holsters, vests, weapons, badges, etc.), in his discretion.

Additionally, upon retirement the Chief shall be entitled to one "Retired Chief of Police" badge and identification.

E. Uniforms and personal effects damaged in the line of duty shall be replaced by the Township after an inspection and certification.

F. A bulletproof vest of recognized quality will be provided to the Chief, in his discretion, and replaced according to the manufacturer warranties and suggestions.

ARTICLE XII
RATE OF PAY

1. Chief agrees to a contract to commencing January 1, 2022 and terminating December 31, 2026.

2. The parties agree that the Chief shall be paid an annual salary of \$210,750.00 retroactive to September 9, 2021.

3. The Chief's annual salary in 2022 will be \$210,750.00.

4. In 2023, it will be \$214,965.00.

5. In 2024, it will be \$219,265.00.

6. In 2025 and 2026, it will be \$222,006.00.

7. The Chief recognizes that his compensation expressly includes all responsibilities and duties in connection with Emergency Management .

ARTICLE XIII
HEALTH AND WELFARE

Employer will provide health insurance coverage to the Chief in accordance with the following provisions:

A. Employer will provide the same medical and hospitalization coverage, prescription drug coverage, dental coverage and vision coverage as is currently

in force for PBA #295 or the current Little Egg Harbor Township police bargaining unit to the Chief, his spouse and his eligible dependents. Medical and hospitalization coverage shall be provided by Employer solely through a PPO (Preferred Provider Organization) plan. The Employee shall contribute to healthcare coverage at Tier 4 in 2022. The Employee's healthcare contribution shall be reduced to Tier 3 in 2023.

B. Employer reserves the right to change these coverages, including the right to change health insurance carriers, health care insurance plans or groups, and to make modifications to the aforesaid health care insurance plans from time to time as it appears to be in the best interest of the Employer provided, however, that there is no reduction in the level of benefits that are in effect on the effective date of this Agreement and Employer provides the Chief forty-five (45) days notice in advance of such change(s). At the time of notice Employer shall provide the Chief with the plan documents of both the in-force insurance and the proposed plan. Thereafter, in the case of any new health care insurance plan said plan shall provide equivalent or better coverage than the predecessor plan.

C. Retirement: Employer agrees to pay the premiums related to providing the same medical and hospitalization coverage, prescription drug coverage, dental coverage and vision coverage as is currently in force for PBA #295 or the current Little Egg Harbor Township police bargaining unit for the Chief, his spouse and his eligible dependents. Upon retirement, the retired employee agrees to pay healthcare contributions equivalent to that of the PBA 295 CBA or 1.5 %, whichever is lower.

1. This benefit shall be modified as the Chief and his spouse reach an age that qualifies the Chief or his spouse for Medicare. As the Chief or his spouse reaches the age to qualify for Medicare this benefit shall terminate as to that person only. At that point the Township shall pay the cost of Medicare Part B for the Chief and/or spouse that qualify for Medicare The Chief agrees that the provisions pertaining to retiree health insurance benefits contained herein shall be renegotiated in the event the EEOC and/or a court of competent jurisdiction determines that the pertinent contract language violates the ADEA or other

federal or state law. The Chief waives any and all claims against Employer, known or unknown, under the ADEA and/or other applicable federal or state law in regard to the "Medicare bridge" retiree health insurance benefits provided for in this agreement.

E. The Chief his spouse or his eligible dependents shall have the option to have an annual eye exam at the sole expense of the Township up to a maximum of seventy-five dollars (\$75.00) for alternate years not covered by insurance.

F. The Township will provide legal advice and counsel to the Chief pursuant to N.J.S.A. 40A:14-155.

G. The Township will provide false arrest insurance for the Chief in the same amounts as members of the PBA.

H. The Township will provide liability insurance for the Chief to provide for any lawsuits arising out of incidents while actually performing official duties.

I. The Township will provide the Chief with an annual physical. This annual physical will be paid for by the Township if not reimbursed through the health insurance plan.

1. All law enforcement officers, including the Chief, over forty (40) years of age will receive an EKG.

2. Said physical shall be provided during each year.

3. Upon utilizing the above benefits, the Chief shall provide the Township Administrator with a doctor's statement of fitness.

4. . The Chief shall have the opportunity to select one (1) of three (3) physicians of independent medical practices and offices, to be designated by the Township.

J. If the Chief should die in the line of duty, Employer shall continue to pay and provide to the Chief's family the health insurance benefits provided for in subparagraph 1 of this Article until such time as his spouse remarries or reaches such an age as to qualify for Medicare; and with regard to the Chief's dependents, until such time as each dependent reaches 18 years of age, or 23 years of age if the dependent is matriculated in a full-time college program.

ARTICLE XV
MANAGEMENT RIGHTS

A. The Township of Little Egg Harbor hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Law and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the following rights:

1. The executive management and administrative control of the Township Government and its properties, facilities and activities of its employees utilizing personnel methods and means of the most appropriate and efficient manner possible, as may from time to time be determined by the Township.

2. To make rules of procedure and conduct: to use improved methods and equipment: to determine work schedules and shifts: to decide the number of employees needed for any particular time: and to be in sole charge of the quality and quantity of work required.

3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees is recognized.

4. To hire all employees, to promote, transfer, assign or retain employees in positions within the Township.

5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for the good and just cause, according to law.

6. To lay off employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and nonproductive.

B. In the exercise of the forgoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations, Code of Conduct, and practices in furtherance thereof, and the use of judgment and

discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and applicable laws, and then only to extend such specific and express terms thereof are in conformance with the Constitution and Laws of the State of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under N.J.S.A. 40A:1-1 et seq. or any other national, state, county or local laws or regulations, or the Association or any rights under existing laws.

ARTICLE XVI
GENERAL PROVISIONS

A. School

1. The Chief shall be paid at straight time for attendance at a police related school.

2. The Township shall reimburse the Chief, while attending a police related school or court, for using his/her personal vehicle at a rate of fifty (\$.50) cents per mile plus tolls.

3. The Chief's attendance at these schools and seminars shall be approved by the Township Administrator and would necessarily have to be of benefit to the Department.

B. The Chief shall have access to his personnel file at reasonable times under the supervision of the Township's designated personnel officer or personnel clerk. The Chief shall receive a copy of all evaluations, letters, etc. which are placed in his file. Should the Chief receive a written reprimand he shall have that document removed from his personnel file following a period of eighteen (18) months from the date of the reprimand, provided that no infraction of a similar nature has occurred within the eighteen (18) month period.

C. The Chief shall receive a copy of this Agreement and a copy of the Department rules and regulations.

D. The Chief may attend funerals of police officers who are slain in the performance of their duties within the State of New Jersey or a seventy-five (75)

one mile radius from any point in New Jersey, but limited to the States of Maryland, Delaware, New York and Pennsylvania.

E. The Chief will be permitted to carry a gun provided he qualifies in the same manner as other members of the Department. Qualification will be made by a certified range instructor at least two (2) times per year.

F. Nothing in this Agreement shall be construed to deny to the Chief any rights which were obtained prior to the date hereof and which may not have been included into the terms thereof.

G. The Chief will be evaluated every six (6) months by the Township Administrator, and his evaluation shall become a part of his permanent personnel file. The Chief shall be provided a copy of any such evaluation.

H. The Employer and the Chief shall be subject to the provisions and guidelines set forth in the "Law Enforcement Officers Protection Act", and amendments related thereto.

I. Except in cases of emergency, the Chief shall notify the Township Administrator in advance of any time off allowable under this Agreement.

J. At the discretion of the Township Administrator, the Chief may be granted time off with pay to attend seminars, conferences, meetings, etc., on matters relating to police work. Such leave must be approved in advance by the Township Administrator.

K. In circumstances where the Chief resigns, retires or otherwise separates in good standing from Employer and thereafter is duly reemployed as a police officer in accordance with the reemployment procedures provided for in the rules and regulations of the New Jersey Department of Personnel, the "hire date" or "anniversary date of hire" for purposes of eligibility for the benefits contained in this agreement shall be the Chief's original hire date previous to reemployment.

L. Employer agrees to pay for the Chief's membership dues during his active employment, but not during his retirement, in the following organizations:

1. Ocean County Chiefs of Police Association;
2. New Jersey State Association of Chiefs of Police;
3. International Association of Chiefs of Police;

4. South Jersey Police Chiefs Association;
5. National Association of Chiefs of Police;
6. Great Bay Rotary Club; and
7. Great Bay PAL.

The Chief shall be permitted reasonable time to attend meetings of these associations.

ARTICLE XVII

COMPLETENESS OF AGREEMENT

This Agreement constitutes the entire collective bargaining agreement between the parties and contains all the benefits the Chief is entitled to receive notwithstanding the established past practices in existence prior to this contract, and includes and settles for the term of the Agreement all matters which were or might have been raised in all negotiations leading to the signing and execution of this Agreement.

ARTICLE XVIII

DURATION

This Agreement shall be effective during the term expressed on the attached Memorandum of Agreement

IN WITNESS WHEREOF, the parties have hereto caused these presents to be signed by their proper officials.

CHIEF OF POLICE:

James Hawkins, Jr.

TOWNSHIP OF LITTLE EGG HARBOR:

BY: John Kehm, MAYOR

Kelly Lettera, RMC, MUNICIPAL CLERK